

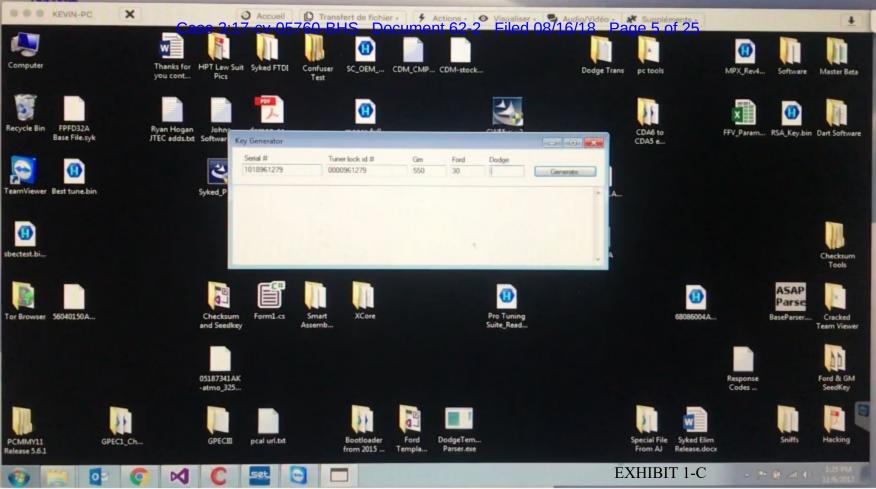


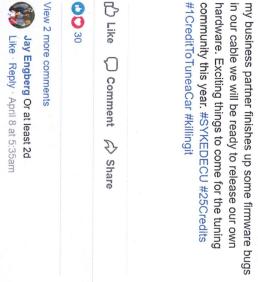
E:\HPT Main\Hpt Keygen:keygen.exe 1018961279 0000961279 550 30 2 3

key: 0V007-H64EI-P60A6-PZTYP-CZRMH-YEHC3-WP6RQ

E \HPT Main\Hpt Keygen>

Copyright 2005-2010, HP Tuners LLC





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(() 0, (CIF 8

Tools Window

License Selector

III Attention III

License Selector Confirmation

This action cannot be undone! Used/Licensed credits will not be refunded!

Are you sure?

Con VIN

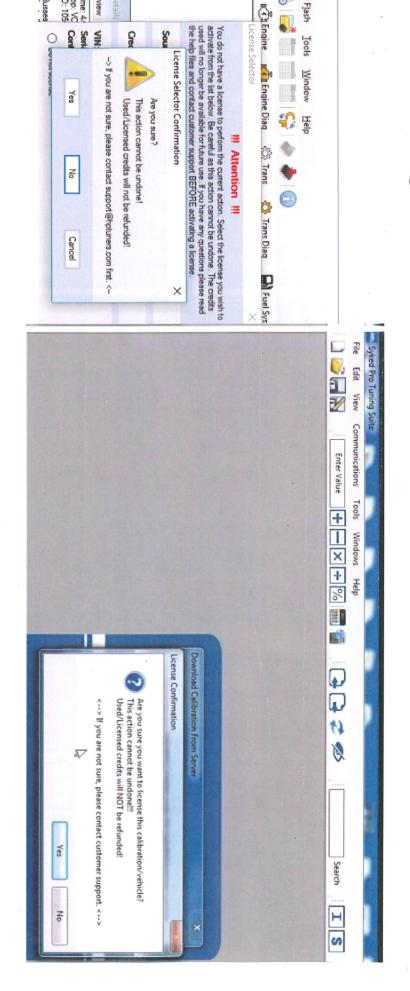
Yes

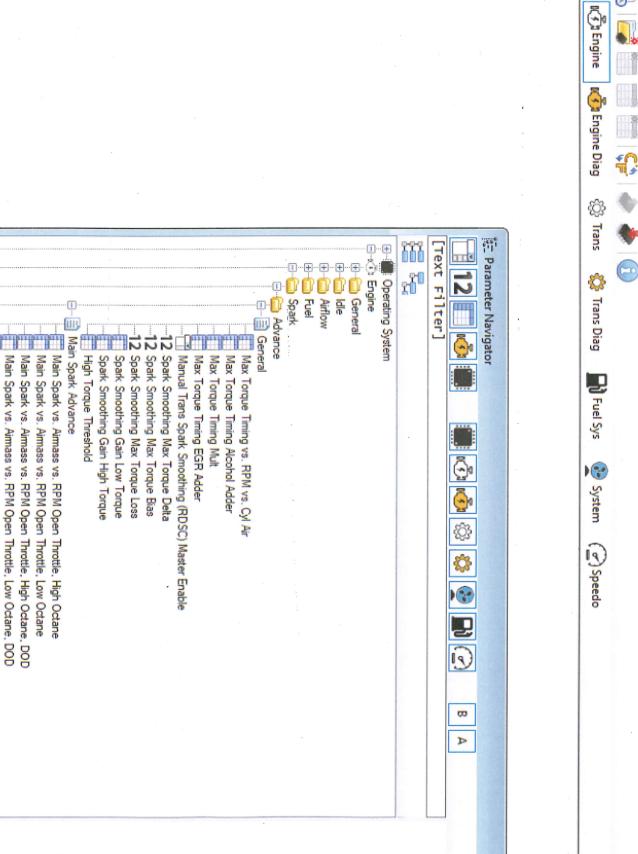
No

0

Filed 08/16/18 Page 7 of 25 Page 7 of 25

Sykes Tuning Suite Licensing







+12538805612



. . .

(No subject) 11:37 AM May 26, 2018

Here, I hope we can all discuss OBD-II hacking/programming, NOT FOR PROFIT information only. If you are looking to steal hard work, and information for your own well being to get rich, I will ban you, block your IP, outcast you, mark you with a big red X.. the works. I hope we can all work together, learn and share information for the good of the OBD-II community.

Also, for the lurkers that are lawyers or have info regarding the not for profit aspect... I do need some assistance with the agreement. I would appreciate the help. Thanks.

Enjoy!

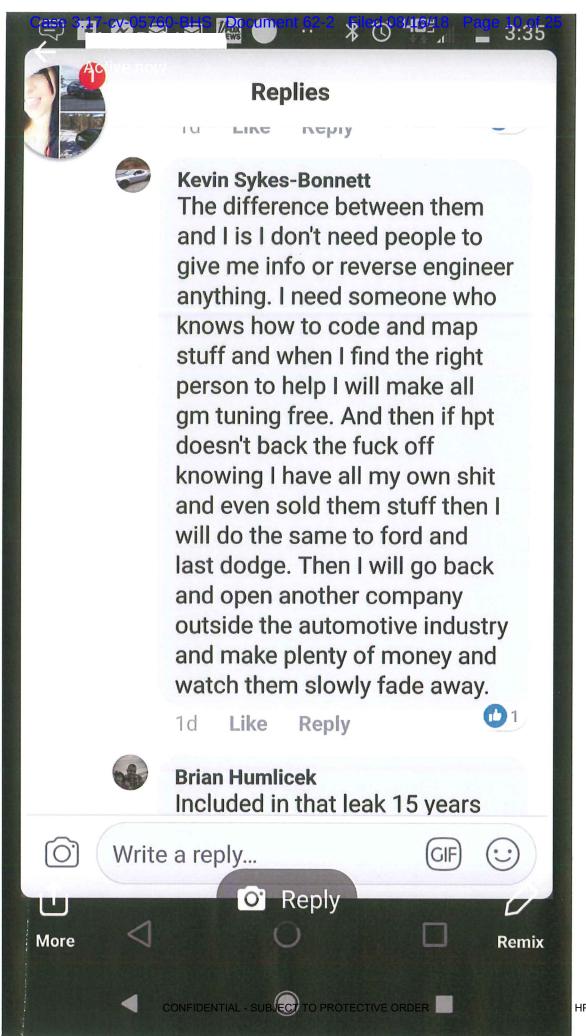
- Keith

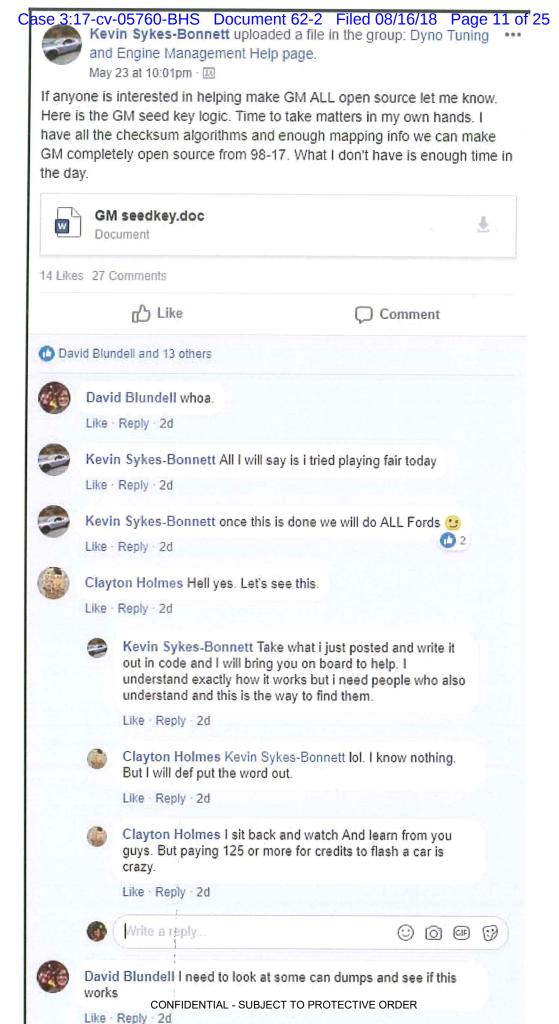
---- Original Message ----

From: lynoise

To: gmecm@diy-eff.org

HPT-SET000135





HPT-SET000145

DECLARATION OF MATTHEW KAISER

- I, MATT KAISER, pursuant to 28 U.S.C. § 1746, being duly sworn according to law, hereby state and declare as follows:
- 1. My name is MATT KAISER. I am an individual over the age of 18 years. I have personal knowledge of the matters set forth in my declaration and would be willing and able to testify thereto if and when called upon to do so.
- 2. I am a former hourly W-2 employee of The Mustang Shop where I worked for Alvaro Valencia and Gordon "Chuck" Greene from 2012 through August 2017. I earned \$28.00 per hour as a mechanic, which included tuning vehicles on The Mustang Shop's Dyno (Mustang Dyno MD 1750).
- 3. I was primarily instructed, directed and supervised by Alvaro Valencia in connection with my duties and responsibilities as an employee of The Mustang Shop. Gordon "Chuck" Greene was a co-owner of The Mustang Shop with Alvaro Valencia. I had no ownership interest in The Mustang Shop.
- 4. My duties and responsibilities at The Mustang Shop were to perform mechanical and electrical work on customer's vehicles, including tuning them on the Dyno when ready.
- 5. Sometime during August to October of 2016, I was present when Alvaro Valencia, the owner of The Mustang Shop, paid Kevin Sykes-Bonnett Four Thousand Dollars (\$4,000.00) in cash in exchange for maxing out the available credits on one of The Mustang Shop's HP Tuner cable interface ("HP Tuner"). Kevin is a white male, has brown hair, is approximately 5'11" to 6 feet tall, and 250 lbs. Kevin loaded the maximum credits

on the HP Tuner while at The Mustang Shop premises using some type of key generator. Kevin had a key generator that somehow manipulated the HP Tuner software to allow providing the maximum credits allowed without purchasing them from HPT website.

- 6. Immediately after loading the credits on the Mustang Shop's HP Tuner, Kevin, Alvaro, and I went to Wells Fargo Bank downtown Kent, Washington, near the police station, where Alvaro withdrew Four Thousand Dollars (\$4,000.00) cash and paid Kevin after negotiating him down from Five Thousand Dollars (\$5,000.00). Kevin said he needed money for his business and that he had a silent business partner that was somehow previously related to HP Tuners. It is my understanding from Kevin that Kevin's silent business partner was a former HP Tuners partner or employee who is on a noncompete or was until recently.
- 7. Kevin subsequently maxed out the available credits on a couple other The Mustang Shop HP Tuners when the prior maxed out HP Tuner stopped working. I took one of the HP Tuners to Kevin's house in Puyallup, Washington to be looked at when it stopped working. I believe Kevin would send units that stopped working to Nevada for someone else to work on. I gained this understanding about where he would send the units from Kevin. I never paid Kevin and do not know if he was ever paid more than the initial Four Thousand Dollars (\$4,000.00) that Alvaro paid him.
- 8. By "maxing out" the available credits on the HP Tuner, I mean that there were approximately 900 to 1,000 possible credits for each manufacturer Ford, Chevrolet, and Dodge for a total of approximately 3,000 possible credits.

- 9. The Mustang Shop can license a specific car for 1-2 credits, or it can license a vehicle model, year, or something similar and select unlimited use. This required 100 or 200 credits, but meant the use was unlimited. This is why The Mustang Shop's credit use was so high. The Mustang Shop did not actually tune this many cars, but used hundreds of credits to get unlimited tuning. They could do this because the credits from Kevin cost The Mustang Shop so little.
- 10. The Mustang Shop had two laptop computers that were used for tuning. There was an old and new Dell laptop. We sometimes needed to use the older laptop to work with older vehicles.
- 11. I was instructed by Alvaro to use the manipulated HPT Interface/Cable in connection with my employment at The Mustang Shop.
- 12. I did not use any of The Mustang Shop's HP Tuners outside of The Mustang Shop or to do tuning on the side. I do not do tuning without a Dyno and I do not have my own Dyno.
- 13. I quit The Mustang Shop because of the questionable values displayed by its owners. During a leave of absence, I built a car on the side. This car did not include HP tuning, but rather had a Holley stand-alone ECU.
- 14. I have provided HP Tuners with all communications, messages, Facebook posts and messages, direct messages, text messages and other documents between me and Alvaro Valencia which evidence, refer or relate to HP Tuners, if any.

- 15. I have provided HP Tuners with all communications, messages, Facebook posts and messages, direct messages, text messages and other documents between me and Chuck Greene which evidence, refer or relate to HP Tuners, if any.
- 16. I have provided HP Tuners with all communications, messages, Facebook posts and messages, direct messages, text messages and other documents between me and Michael McKnight which evidence, refer or relate to HP Tuners, if any.
- 17. I have provided HP Tuners with all communications, messages, Facebook posts and messages, direct messages, text messages and other documents between me and Tim Milliken which evidence, refer or relate to HP Tuners, if any.
- 18. I have provided HP Tuners with all communications, messages, Facebook posts and messages, direct messages, text messages and other documents between me and Kevin Sykes-Bonnett which evidence, refer or relate to HP Tuners.
- 19. I have provided HP Tuners with all communications, messages, Facebook posts and messages, direct messages, text messages and other documents between me and any other persons which evidence, refer or relate to potential violation(s) of HPT's End User License Agreement ("EULA"), hacking, manipulation or modifications to HPT's products, hardware or software, the sale or purchase of application keys for use with HPT's product, hardware or software, the distribution of HPT's software or fraudulent conduct, use or distribution of HPT's products, software or hardware.

I do not have any HPT Interfaces in my possession, custody or control.

I hereby declare, under penalty of perjury, that all of the foregoing is true and accurate to the best of my knowledge and belief.

May 31, 2018 Spanaway, Washington

MATT KAISER

STATE OF WASHINGTON)

COUNTY OF Proce)

I. the undersigned, a Notary Public in and for said County, in the State of Washington, DO HEREBY CERTIFY that MATT KAISER, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument, acknowledged that he signed and delivered the said instrument as his own free and voluntary act and as the free and voluntary act of said company, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal, this $\frac{3/3}{1}$ day of May, 2018.

NOTARY PUBLIC

(SEAL)





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Dyno Tuning and Case CV-V5760 Lengine Case Sp-cV-V5760 Lengine Case Sp

This is interesting. I didn't know carputing and hptuners were partnered up. Wasn't dxsoftware the original open source project?



D

Comme

♀1

Jeremy Gilbert Fancy stuff I've never seen, is there still copies of this floating around?

Like - Reply - 21m

EXHIBIT 1-J

Who's ready for #25dollarcredits and #onecredittotuneacar? SET final production cable is here. Just need our logo/cover. #SET #eliminator #whosready #Dodge #Mopar #Demon #Hellcat



SYKED TUNING SOFTWARE, LLC.

SHARES PURCHASE AGREEMENT

THIS AGREEMENT is made as of January _____,2017 between Syked ECU Tuning, Incorporated, a Washington Corporation (the "Company"), and the Shareholder (the "Purchaser").

WHEREAS the Company is willing to sell to the Purchaser and the Purchaser desires to purchase shares according to the terms and conditions contained herein and the conditions contained in the Company Bylaws.

THEREFORE, the parties agree as follows:

- 1. <u>Sale of Shares</u>. The Company hereby agrees to sell to the Purchaser and the Purchaser hereby agrees to purchase an aggregate of 250 Shares, representing 25.0% of the outstanding shares of the Company (the "Shares"), at the price of \$50.00 per share for an aggregate purchase price of \$12,500.00
- 2. <u>Payment of Purchase Price</u>. The purchase price for the Shares shall be paid by the delivery to the Company at the time of execution of this Agreement an assignment of technology, attached as Exhibit A, and cash deposits valued by the Board of Directors of the Company at \$12,500.00
- 3. <u>Investment Representations; Restrictions on Transfer</u>. In connection with the purchase of the Shares, the Purchaser represents to the Company the following:
- (i) The Purchaser is aware of the Company's business affairs and financial condition and has acquired sufficient information about the Company to reach an informed and knowledgeable decision to acquire the Shares. The Purchaser is purchasing these Shares for investment for the Purchaser's own account only and not with a view to, or for resale in connection with, any "distribution" thereof within the meaning of the Securities Act of 1933, as amended (the "Securities Act").
- (ii) The Purchaser acknowledges and understands that the Shares constitute "restricted securities" under the Securities Act and must be held indefinitely unless they are subsequently registered under the Securities Act or an exemption from such registration is available. The Purchaser further acknowledges and understands that the Company is under no obligation to register the Shares. The Purchaser understands that the certificate evidencing the Shares will be imprinted with a legend which prohibits the transfer of the Shares unless they are registered or such registration is not required in the opinion of counsel satisfactory to the Company.

- (iii) The Purchaser is familiar with the provisions of Rule 144, promulgated under the Securities Act, which, in substance, permit limited public resale of securities acquired, directly or indirectly, from the issuer thereof, in a non-public offering subject to the satisfaction of certain conditions. The Purchaser acknowledges that in the event all of the requirements of Rule 144 are not met, compliance with Regulation A or some other registration exemption will be required; and that although Rule 144 is not exclusive, the staff of the Commission has expressed its opinion that persons proposing to sell private placement securities other than in a registered offering and other than pursuant to Rule 144 will have a substantial burden of proof in establishing that an exemption from registration is available for such offers or sales and that such persons and the brokers who participate in the transactions do so at their own risk.
- 4. <u>Legends</u>. The share certificate evidencing the Shares issued hereunder shall be endorsed with the following legends (in addition to any legend required under applicable state securities laws):
 - (a) THE SHARES REPRESENTED BY THIS CERTIFICATE HAVE BEEN ACQUIRED FOR INVESTMENT AND NOT WITH A VIEW TO, OR IN CONNECTION WITH, THE SALE OR DISTRIBUTION THEREOF. NO SUCH SALE OR DISPOSITION MAY BE EFFECTED WITHOUT AN EFFECTIVE REGISTRATION STATEMENT RELATED THERETO OR AN OPINION OF COUNSEL SATISFACTORY TO THE CORPORATION THAT SUCH REGISTRATION IS NOT REQUIRED UNDER THE SECURITIES ACT OF 1933.
- 5. <u>Adjustment for Split</u>. All references to the number of Shares and the purchase price of the Shares in this Agreement shall be appropriately adjusted to reflect any share split, share dividend or other change in the Shares which may be made by the Company after the date of this Agreement.

6. General Provisions.

- (a) This Agreement shall be governed by the laws of the State of Washington. This Agreement represents the entire agreement between the parties with respect to the purchase of Shares by the Purchaser and may only be modified or amended in writing signed by both parties.
- (b) Any notice, demand or request required or permitted to be given by either the Company or the Purchaser pursuant to the terms of this Agreement shall be in writing and shall be deemed given when delivered personally or deposited in the U.S. mail, First Class with postage prepaid, and addressed to the parties at the addresses of the parties set forth at the end of this Agreement or such other address as a party may request by notifying the other in writing.
- (c) The rights and benefits of the Company under this Agreement shall be transferable to any one or more persons or entities, and all covenants and agreements hereunder shall inure to the benefit of, and be enforceable by the Company's successors and assigns. The rights and obligations of the Purchaser under this Agreement may only be assigned with the prior written consent of the Company.

- (d) Either party's failure to enforce any provision or provisions of this Agreement shall not in any way be construed as a waiver of any such provision or provisions, nor prevent that party thereafter from enforcing each and every other provision of this Agreement. The rights granted both parties herein are cumulative and shall not constitute a waiver of either party's right to assert all other legal remedies available to it under the circumstances.
- (e) The Purchaser agrees upon request to execute any further documents or instruments necessary or desirable to carry out the purposes or intent of this Agreement.

IN WITNESS WHEREOF, the parties have duly executed this Agreement as of the day and year first set forth above.

| Bobbie Cannata: |
|-----------------|
| |
| By: |
| Title: |
| |
| (Address) |
| |

EXHIBIT A

ASSIGNMENT TO SYKED TUNING SOFTWARE, LLC.

In exchange for 250 Shares of Company, receipt of which is hereby acknowledged, the undersigned hereby assigns to the Company, all of the right, title and interest in and to (i) the following intellectual property:

No technology contribution to the Company.

Dated: January , 2017

The undersigned will assist the Company in any reasonable manner to obtain for the Company's benefit legal protection for the Technology and will execute, when requested, any lawful documents deemed necessary by the Company to carry out the purposes of this Assignment.

The undersigned will further assist the Company in every way to enforce its rights in the Technology, testifying in any suit or proceeding involving any of the Technology, or by executing any documents deemed necessary by the Company.

| Bobbie Cannata |
|----------------|
| |





Kevin Sykes-Bonnett uploaded a file in the group: Dyno Tuning and Engine
Management Help page.

May 23 at 10:01 PM • 🔄

If anyone is interested in helping make GM ALL open source let me know. Here is the GM seed key logic. Time to take matters in my own hands. I have all the checksum algorithms and enough mapping info we can make GM completely open source from 98-17. What I don't have is enough time in the day.

DOCUMENT

GM seedkey.doc · version 1









David Blundell Owhoa.

11w Like Reply



Kevin Sykes-Bonnett All I will say is i tried playing fair today

11w Like Reply



Write a comment...





